Exhibit P

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 8			
					,								
				EEMENT NO.]	VERY ORDER	/CALL NO.	3. DATE OF ORD (YYYYMMMDD)			UISITION/PURCH R	EQUEST NO.	5. PRIORITY
6. ISSUEI	A09-02-D	-000	J7		CODE	W52P1J	7 ADMINIC	TERED BY (V.	76	SEE !	SCHEDULE	E 2 D 1 7	DOC9
HQ AFSC AMSFS-CCF BREIT LUCHSINGER (309)782-3869 ROCK ISLAND, IL 61299-6500 EMAIL: LUCHSINGER®AFSC.ARMY.MIL BLDGS 350 & 390						MSZPIO	7. ADMINISTERED B# (If offer than 6) CODE W52P1J COMMANDER USA ARMY FIELD SUPPORT COMMAND ATTN: CONTRACTING & PARC CENTER ROCK ISLAND, IL 61299-6500				[8. DELIVERY FOB DESTINATION OTHER (See Schedule if	
9. CONTR	ACTOR				CODE	3GJU9	SCD: A			ELIVER TO F	ADP PT: W52P OB POINT BY (Date)	1J	other) 11. X IF BUSINESS IS
KELLOGG, BROWN & ROOT SERVICES INC 4100 CLINTON DRIVE NAME HOUSTON, TX 77020 ADDRESS							(YYYYMMMDD) SEE SCHEDULE 12. DISCOUNT TERMS			IN BLOCK	SMALL SMALL DISADVANTAGED WOMAN-OWNED		
	• mvn	DII	0.1311100	D	74 p		Out of the st	•	15. (4)	ALL INVOICE	ES TO THE ADDRESS	IN BLOCK	
14. SHIP 1 SEE		E	SINESS:	Domestic	CODE		15. PAYMEN DEI ROC ATT BUI	DEFENSE FINANCE & ACCOUNTING SERVIC ROCK ISLAND OPERATING LOCATION ATTN DFAS-BUAJ/RI BUILDING 68 PACKAG IDENTITE BUILDING 68					MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
туре	CALL	- 1	K THIS I	DELIVERY ORDE	R IS ISSUED	ON ANOTHER (GOVERNMENT A	GENCY OR IN ACCOR	DANCE W	TTH AND SUBJI	ECT TO TERMS AND CO	NDITIONS OF ABO	VE NUMBERED CONTRACT.
OF ORDER	PURCHAS		Refere	ence your	Oral		Quotation	s specified herein.	, D	ated	·		
1						CTOR HERE	BY ACCEPTS	THE OFFER REPRE					MAY PREVIOUSLY HAVE
NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMMDD) If this box is marked, supplier must sign Acceptance and return the following number of copies: 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE									E SIGNED				
SEE 18. ITEM	SCHEDUL		EDULEO	F SUPPLIES/SI	EDVICE			Tan Ott - Nation			T 42		
10.11EM	19,	ocn.	EDULEO	r SUFFLIES/SI	ERVICE			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE	23. AMOUNT	
	co	NTR Cos ND	OF CONT	PE: -Award-Fee									
	accepted by				4. UNITED	STATES OF A	MERICA				1	25. TOTAL	\$167,673,048.00
If differen	antity ordere t, enter actual	quan	tity accept	ted below		GREGORY TERG®	J. TETTER AFSC.APMY	11, (209) 182-	5724			26. DIFFERENCE	s
	rdered and er				Y: X	/rego	7/1/	2000	CON	TRACTING/O	PROTECTION OFFICER		
	ECTED	\neg	RECEIVE		ACCEPTE	D, AND CONFO	ORMS TO CON	TRACT EXCEPT AS	NOTE	D			
b. SIGNA	TURE OF AU	тно	RIZED GO	OVERNMENT	REPRESE	NTATIVE		c. DATE (YYYYMMMD	D)		D NAME AND TITLE SENTATIVE	OF AUTHORIZ	ED GOVERNMENT
e. MAILI	NG ADDRES	o o F	AUTHORI	IZED GOVERN	MENT RE	PRESENTATI	VE	28. SHIP. NO.		29. D.O. VOU	CHER NO.	30. INITIALS	
								32. PAID BY			VERIFIED CORRECT FOR		
f. TELEPHONE NUMBER g. E-MAIL ADDRESS						PARTIA FINAL	L	Jan I And DI		33. AMOUNT	VERIFIED CORRECT FOR		
						31. PAYMENT	,			34. CHECK N	UMBER		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. a. DATE b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								COMPL	ETE				
(YYYYM!	MMDD)		b. siG	MATURE AND	IIILE OF	CERTIF TING	OFFICER	PARTIA FINAL	ır.			35. BILL OF I	ADING NO.
37. RECE	VED AT		38. RE	CEIVED BY (P	rint)	39. DATE RE		40. TOTAL CO TAINERS	ON-	41. S/R ACCO	OUNT NUMBER	42. S/R VOUC	HER NO.

DD FORM 1155, DEC 2001

PREVIOUS EDITION IS OBSOLETE.

	Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 3 of Page 3 of ORDER FOR SUPPLIES OR SERVICES											
1. CONTR	ACT PURCH O	RDF	ER/AGREEMENT NO.	2. DELIV	ERY ORDER	/CALL NO.	3. DATE OF ORD (YYYYMMMDD)	ER/CAI	L 4. REQU	UISITION/PURCH R	EQUEST NO.	5. PRIORITY
DAA	A09-02-D-0	007	,	0098			2004NOV16		SEE S	SCHEDULE		DOC9
6.ISSUED BY HQ AFSC AMSFS-CCF BRETT LUCHSINGER (309)782-3869 ROCK ISLAND, IL 61299-6500 EMAIL: LUCHSINGER@AFSC.ARMY.MIL BLDGS 350 & 390						COM ARM ATTI ROC	7. ADMINISTERED BY (If other than 6) CODE W52PlJ COMMANDER USA ARMY FIELD SUPPORT COMMAND ATTN: CONTRACTING & PARC CENTER ROCK ISLAND, IL 61299-6500					8. DELIVERY FOB DESTINATION OTHER (See Schedule if
9. CONTR	ACTOR			CODE	3GJU9	SCD: A FACIL			ELIVER TO F	ADP PT: W521 OB POINT BY (Date		other) 11. X IF BUSINESS IS
KELLOGG, BROWN & ROOT SERVICES INC 4100 CLINTON DRIVE HOUSTON, TX 77020 ADDRESS						(YYYYMMMDD) SEE SCHEDULE 12. DISCOUNT TERMS				S IN BLOCK	SMALL SMALL DISADVANTAGED WOMAN-OWNED	
	TYPE F	RUSI	INESS: Domestic	Firm Pe	erformina	Outside II	• s				DIVELOCI	
	SCHEDULE	1	INDSS: DOMESTIC	CODE		15. PAYMEN DEF ROC ATTI BUI	T WILL BE MADE I ENSE FINANCE K ISLAND OPER N DFAS-BVAJ/ LDING 68 K ISLAND IL	& ACC ATING	G LOCATION	CO SERVIC	DE W52H1C	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
16. TYPE	DELIVERY/ CALL	Х	THIS DELIVERY ORDER	R IS ISSUED	ON ANOTHER O	GOVERNMENT AG	ENCY OR IN ACCORD	ANCE W	ITH AND SUBJ	ECT TO TERMS AND CO	ONDITIONS OF ABO	VE NUMBERED CONTRACT.
OF ORDER	PURCHASE		Reference your	Oral	furnish the fol		specified herein.		Oated	·		
			ACCEPTANCE. THE BEEN OR IS NOW M									MAY PREVIOUSLY HAVE ME.
	NAME OF CONTRACTOR SIGNATURE TYPED NAME AND ITTLE DATE SIGNED (YYYYMMMDD) If this box is marked, supplier must sign Acceptance and return the following number of copies: 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE											
	SCHEDULE						1		1		1	
18. ITEM	NO. 19. S	СНЕ	DULE OF SUPPLIES/SI	ERVICE			20. QUANTITY ORDERED/ ACCEPTED*	·	21. UNIT	22. UNIT PRICE	23. AMOUNT	
	KINI CON'	TRA ost O 0	HEDULE CT TYPE: -Plus-Award-Fee F CONTRACT: ice Contracts									
	accepted by the			4. UNITED	STATES OF A	MERICA J. TETTER	/SIGNED/				25. TOTAL 26.	\$167,673,048.00
If differen		ıanti	ty accepted below	SY:	TETTERG@.	AFSC.ARMY.	MIL (309)782-		TRACTING/C	ORDERING OFFICE	DIFFERENCE	s
	NTITY IN COL	7										
	PECTED TURE OF AUT		ECEIVED A IZED GOVERNMENT 1			DRMS TO CONT	c. DATE (YYYYMMMD		d. PRINTE	D NAME AND TITLE ESENTATIVE	E OF AUTHORIZI	ED GOVERNMENT
e. MAILI	NG ADDRESS O)F A	UTHORIZED GOVERN	MENT RE	PRESENTATI	VE	28. SHIP. NO.		29. D.O. VOU	CHER NO.	30. INITIALS	
f. TELEPHONE NUMBER g. E-MAIL ADDRESS						FINAL	PARTIAL 32. PAID BY FINAL			33. AMOUNT VERIFIED CORRECT FOR		
							31. PAYMENT				34. CHECK N	JMBER
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. a. DATE						COMPL	ETE			25 BY 2 CT -	ADING NO	
a. DATE	MMDD)		D. SIGNATURE AND	TILE OF	CEKTIFYING	OFFICER	PARTIA FINAL	L			35. BILL OF L	ADING NU.
37. RECE	☐ FINAL								42. S/R VOUCI	HER NO.		

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 4 of 29

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAA09-02-D-0007/0098

MOD/AMD

Page 2 of 8

Name of Offeror or Contractor: KELLOGG, BROWN & ROOT SERVICES INC

SUPPLEMENTAL INFORMATION

- 1. The purpose of this Cost Plus Award-Fee Task Order is to award all services necessary to augment and support the SITE 3-Kandahar Air Field Year 3 Mission tasks in support of Operation Enduring Freedom, and as reflected in the accompanying Statement of Work (SOW). Notice this is a new Task Order for SITE 3-Kandahar Air Field. The Year 1 and 2 SITE 3 Mission previously was Task Order 0014. Task Order 0098 has been assigned to this mission.
- 2. SITE 3-Kandahar Air Field Mission:
- a. The SOW entitled "SITE 3-Kandahar Air Field Mission, LOGCAP Statement of Work", dated 03 September 2004 (att. 001) (Note this was previously marked as TO#14 Change 10 Year-3, now renamed as Basic SOW-Final TO#0098 dated 03 Sep 2004), is hereby incorporated into this Task Order. The estimated Period of Performance is 365 days, from 18 November 2004 to 17 November 2005. The estimated Funded Period of Performance is 18 November 2004 to 20 April 2005.
- b. Kelloq, Brown & Root Services' ROM titled: "SITE 3-Kandahar Air Field Mission", dated 31 October 2004.
- c. Performance shall be sufficient to meet the mission needs consistent with the SOW. Any deviation or change to the SOW requirements shall require prior approval from the PCO (unless specifically stated otherwise in the contract). Any material deviation from the TEP requires prior approval from the PCO.
- d. Current Funding. This Task Order is funded for a total of \$77,110,000.00 of which the Contractor is allowed to incur costs of the funded Not To Exceed (NTE) ceiling amount of \$74,864,094.00 under CLIN 2005AA. The remaining is set aside as the Base Fee of \$748,641.00 under CLIN 2009AA and Award Fee Pool of \$1,497,265.00 under CLIN 2011AA. The total estimated Ceiling Price is \$167,673,048.00. Actual Base Fee and Award Fee Pool to be determined at time of definitization.
- e. The total Award Fee Pool for this effort shall be established at time of definitization. Award Fee will be paid in accordance with the Award Fee Evaluation Criteria included in Section H, Special Contract Clauses. The key activities include but are not limited to: activation, subcontracting, transportation mobilization/demobilization, logistical support, site visits, timely completion, cost control, and distribution of reports. Specific activities may be established when Contractor provides the Government the Project Schedule for the event per Basic Contract SOW paragraph 1.0. The cost of acquisition of facilities for the Government is not included in the development of the Award Fee Pool per FAR 45.302-3(c).
- f. This is an "Undefinitized Contract Action (UCA)" as defined in DFARS 217.7401. As such, the contractor must submit his qualifying proposal in accordance with contract clause 252.217-7027, except for the timelines which are established below for this Task Order. Definitization shall be consistent with DFARS 217.74. The definitive contract resulting from this undefinitized contract action will include a negotiated price that in no event will exceed the funded amount of \$167,673,048.00, as stated in Block 25 of this Task Order (see DD Form 1155).
- g. KBRS will seek PCO approval for other than surface transportation for shipment of supplies and equipment.
- h. KBRS is permitted to deploy its own personnel with prior approval from the Government and will comply with all deployment requirements for the specific Area of Operations. All travel shall be in accordance with the Joint Travel Regulations (JTR).

The Fiscal Year 2004 per diem rates can be found at: http://www.policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd04d.html

Note: Travel per diem will be 75% for first and last travel day.

The JTR regulations can be found at: http://www.dtic.mil/perdiem/trvlregs.html

- i. For the purpose of purchasing supplies/non-durable goods, the Contractor shall obtain approval from the on-site ACO/COR for those items exceeding the micro purchase threshold of \$2,500.00 on either a unit or cumulative effort 1. For the purpose of purchasing equipment/durable goods the Contractor shall obtain approval from the on-site ACO/COR for those items that exceed a unit cost of \$5,000.00 or cumulative cost of \$25,000.00.
- j. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of the estimated cost set forth above and funded, and the Contractor shall not be obligated to incur costs in excess of this amount, unless and until the Contracting Officer has notified the contractor in writing that such amount has been increased. If the contractor has reason to believe that such costs which they expect to incur in the performance of this SOW (when added to all costs previously incurred for same) will exceed 75% of the estimated funded costs shown above, they shall notify the Contracting Officer to that effect.
- k. The Government Furnished Equipment for this Task Order is listed at SOW paragraph 4.0 4.3.15.
- 1. Deliverables shall be in accordance with the paragraphs 6.0 6.4 of the SOW and with all applicable documents required by the

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 5 of 29

CONTINUATION SHEET

Reference No. of Document Being Continued

MOD/AMD

PIIN/SIIN DAAA09-02-D-0007/0098

Page 3 of 8

Name of Offeror or Contractor: KELLOGG, BROWN & ROOT SERVICES INC

SOW in the basic contract as follows:

Basic Contract Requirements:

CLIN 2007AB Project Schedules, IAW Basic Contract SOW Paragraph 1.15

CLIN 2007AD Report, Record of Meeting/Minutes, Trip Reports IAW Basic Contract SOW Paragraph 9.3.4

CLIN 2007AE Program Management Cost Report IAW Basic Contract SOW 9.2.2

CLIN 2007AF Daily Event Sitrep IAW Basic Contract SOW Paragraph 9.3.1

CLIN 2007AJ Event Lessons Learned Report IAW Basic Contract SOW Paragraph 9.3.6

CLIN 2007AK Events After Action Report IAW Basic Contract SOW Paragraph 9.3.2

CLIN 2007AM Advance Travel Reports IAW Basic Contract SOW Paragraph 9.3.7

CLIN 2007AN Cost Status Report IAW Basic Contract SOW Paragraph 9.2.1

CLIN 2007AP Spending Plan IAW Basic Contract SOW Paragraph 9.2.2.1

CLIN 2007AQ Material Condition Status Report (DA Form 2406) IAW Basic Contract SOW Paragraph 2.2.6.18

CLIN 2007AR Accident Report IAW Basic Contract SOW 1.17.2

- m. The Government reserves the option, at any time, to take title to Contractor Acquired Property at the time disposition instructions are provided.
- n. FAR Clause 52.217-8, titled "Option to Extend Services", is hereby incorporated into this Task Order revised as follows:

"The Government may require continued performance of any services specified by the contract. The option provision may be exercised more than once. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days from the Task Order expiration date."

- o. The Contractor shall provide the Project Schedule for the event per Basic Contract SOW paragraph 1.15.
- 3. Clause Matrix (att. 002) is for reference and information purposes specific to this Task Order, however, all other applicable terms and conditions set forth in the basic contract apply.
- 4. Full text Undefinitized Contract Action Clauses:
- 52.216-24 -- Limitation of Government Liability.

Limitation of Government Liability (Apr 1984)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$74,864,094.00 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$77,110,000.00 dollars.

(End of Clause)

252.217-7027 Contract Definitization.

CONTRACT DEFINITIZATION (OCT 1998)

- (a) A Cost Plus Award Fee Task Order is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a Cost Plus Award Fee proposal and cost or pricing data supporting its proposal.
- (b) The schedule for definitizing this contract action is as follows

Date of Submission of Qualifying Proposal: 18 January 2005

Date of DCAA Audit - 1 March 2005

Date of AFSC Cost/Price Review - 15 March 2005

Date for Beginning of Negotiations: 1 April 2005

Target Date for Definitization: 15 April 2005

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 6 of 29

CONTINUATION SHEET	Reference No. of Document Being	Page 4 of 8	
CONTINUATION SHEET	PIIN/SIIN DAAA09-02-D-0007/0098	MOD/AMD	
Name of Officer or Contractors			•

Name of Offeror or Contractor: Kellogg, Brown & Root Services inc

- (c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.
 - (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
 - (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and (iii) Any other clauses, terms, and conditions mutually agreed upon.
 - (2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.
- (d) The definitive contract resulting from this undefinitized contract action will include a negotiated Price Ceiling in no event to exceed \$167,673,048.00.

(End of clause)

*** END OF NARRATIVE A 001 ***

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 7 of 29

CONTINUATION SHEET

Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-D-0007/0098 MOD/AMD

Page 5 of 8

Name of Offeror or Contractor: Kellogg, Brown & Root Services inc

ITEM NO	ror or Contractor: Kellogg, Brown & ROOT SERVICES INC SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
2005	SECURITY CLASS: Unclassified				
2005AA	SITE 3 - NOT-TO-EXCEED COST	1	LO		\$74,864,094.00
	NOUN: LOGCAP CONTRACT PRON: M24QP5ASWR PRON AMD: 01 ACRN: AA AMS CD: P135197.0000 CUSTOMER ORDER NO: MIPR5B6ELC0010				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance PERF COMPL DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 17-NOV-2005				
	\$ 74,864,094.00				
2009	SECURITY CLASS: Unclassified				
2009AA	SITE 3 - BASE FEE FOR CLIN 2005AA	1	LO		\$
	NOUN: BASE FEE FOR CLIN 2005AA PRON: M24QP5ASWR PRON AMD: 01 ACRN: AA AMS CD: P135197.0000 CUSTOMER ORDER NO: MIPR5B6ELC0010				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance PERF COMPL DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 17-NOV-2005				
	\$ 748,641.00				
2011	SECURITY CLASS: Unclassified				
2011AA	SITE 3 - AWARD FEE POOL SET-ASIDE	1	LO		\$1,497,265.00

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 8 of 29

CONTINUATION SHEET

Reference No. of Document Being Continued PIIN/SIIN DAAA09-02-D-0007/0098 MOD/AMD

Page 6 of 8

Name of Offeror or Contractor: KELLOGG, BROWN & ROOT SERVICES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
l					MINIOCIVI
[
	RD FEE POOL F/ CLIN 2005AA				
PRON: M240					
	135197.0000 ORDER NO: MIPR5B6ELC0010				
CUSTOMER	ORDER NO: MIPROBOELCUUIU				
Inspection	n and Acceptance				
INSPECTION	N: Origin ACCEPTANCE: Origin				
Palinania	a an Danfarmana				
DLVR SCH	s or Performance PERF COMPL				
REL CD	QUANTITY DATE				
001	1 17-NOV-2005				
	\$ 1,497,265.00				

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 9 of 29

	CONTINUATION SHEET					Reference N	Page 7 of 8					
	CONTIN	UAI	ION	SHE.	ĿI	PIIN/SIIN DAAA	MOD/AMD					
Name of Offeror or Contractor: KELLOGG, BROWN & ROOT SERVICES INC												
CONTRAC	T ADMINISTRA	TION	DATA									
LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT	ልሮሮርነ	INTING	CLASSIFICATION		JOB ORDER NUMBER	ACCOUNT:	ING	OBLIGATED AMOUNT	
2005AA	M24QP5ASWR P135197.000 MIPR5B6ELC0	AA 0	1	21		0004762084P1351972540	S09076	836ELC	S09076	\$	74,864,094.00	
2009AA	M24QP5ASWR P135197.000 MIPR5B6ELC0		1	21	422200	0004762084P1351972540	S09076	836ELC	S09076	\$	748,641.00	
2011AA	M24QP5ASWR P135197.000 MIPR5B6ELC0		1	21	422200	0004762084P1351972540	S09076	836ELC	S09076	\$	1,497,265.00	
									TOTAL	\$	77,110,000.00	
SERVICE NAME Army		L BY	<u>ACRN</u>	<u>ACCO</u>		<u>CLASSIFICATION</u> 0004762084P1351972540	S09076	ACCOU STATI S0907		\$	OBLIGATED <u>AMOUNT</u> 77,110,000.00	
212 III y		AA		21	122200	0001,02004113317/2340	207070	50907	TOTAL	\$ -	77,110,000.00	

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 10 of 29

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 8 of 8
CONTINUATION SHEET	PHN/SHN DAAA09-02-D-0007/0098 MOD/AMD	

Name of Offeror or Contractor: KELLOGG, BROWN & ROOT SERVICES INC

LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Attachment 001	STATEMENT OF WORK, TO#0098, SITE 3	03-SEP-04	018	DATA
Attachment 002	CLAUSE MATRIX	15-NOV-04	006	DATA

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 11 of 29 Basic SOW – Final TO#0098 03 September 2004

ARCENT FORCE PROVIDER LOGCAP STATEMENT OF WORK Site 3

Table of Contents

- 1.0 Scope of Work.
- 2.0 Applicable Documents.
- 3.0 Requirements.
- 3.1 Work Breakdown Structure.
- 3.2 Base Camp Maintenance
- 3.3 Water Supply/System Maintenance
- 3.4 Laundry Service
- 3.5 Food Service Operation/Equipment/Facilities Maintenance
- 3.6 Morale, Welfare, and Recreation
- 3.7 Vector Control
- 3.8 Crash Fire and Rescue
- 3.9 Aircraft Service Operations
- 3.10 Transportation Motor Pool
- 3.11 Organization and Direct Support Maintenance
- 3.12 Wash Rack Maintenance and Operation
- 3.13 Class I Operations
- 3.14 Class III Operations
- 3.15 Class IV Operations
- 3.16 Class VIII Operations
- 3.17 Installation PBO
- 3.18 Supply Support Activity
- 3.19 Movement Control Team
- 3.20 Security Screening and Issuing of Badges
- 4.0 Government Furnished Equipment
- 5.0 Period of Performance
- 6.0 Deliverables
- 7.0 New and /or Additional Work
- **8.0 Contractor Personnel Requirements**
- 9.0 Team LOGCAP Support

ARCENT FORCE PROVIDER LOGCAP SCOPE OF RESPONSIBILITY

1.0. SCOPE OF WORK. The purpose of this statement of work (SOW) is to have the contractor assume the mission of providing operation and maintenance (O&M) of five (5) Force Provider and two (2) Force Provider minus modules, augmented tents and existing facilities and utilities. The contractor shall provide all resources and management necessary to assume the Force Provider operation and maintenance, planning and execution, logistic services, as required services and other designated support services for work at Site 3. Major functional areas at Site 3 include, but are not limited to, a full range of support services as follows, base camp maintenance, facilities management, laundry service, food service, food service maintenance, MWR services, property accountability and supply operations, and installation vehicle maintenance. It is possible that continuous need for the services described herein may not exist. The Government gives no assurance of a continuous need for these service or future requirements. All work shall be accomplished in accordance with Army, applicable DOD and Air Force regulations, guidelines and standards unless otherwise stated in this Statement of Work.

2.0. APPLICABLE DOCUMENTS. See Basic Contract

- **3.0. REQUIREMENTS.** The contractor shall use best commercial practices and abide by all applicable technical orders, U.S. Government, and Host Nation laws and regulations when performing requirements in accordance with the sub-paragraphs listed below. Performance shall comply with U.S. Army Regulatory standards at a minimum. For the purpose of purchasing supplies/non-durable goods, the contractor shall obtain approval from the ACO for those purchases exceeding the micro-purchase threshold of \$2,500.00 on either a unit or cumulative effort and prior to procurement. For the purpose of purchasing equipment/durable goods, the contractor shall obtain approval from the ACO for those items that exceed a unit cost of \$2,500.00 or cumulative cost of \$25,000.00.
- 3.1. <u>Work Breakdown Structures</u>. The recurring services listed below are shown, as they will be issued on the Task Order and categorized into work breakdown structures.
- 3.1.1. Site 3 Support Services. The contractor shall operate and maintain five (5) Force Provider and two (2) Force Provider minus modules, augmented tents and existing facilities and utilities including labor, parts, materials, transportation, and supervision that includes but are not limited to: base camp maintenance, facilities management, laundry service, food service operations, food service equipment/facility maintenance, Morale, Welfare and Recreation (MWR) services, black/gray water removal, tent repair, electrical heating, air conditioning, plumbing, water heaters, waste management and disposal, and vehicle maintenance. The contractor shall provide services to Kandahar Provincial Reconstruction Team (PRT) under this Task Order.
- 3.1.2. The contractor shall not maintain nor repair any wood structures that have been added to the Force Provider billeting or administrative tents, other than the floors.
- 3.1.3. <u>Duty Hours</u>. The contractor shall provide support or be ready to respond 24 hours daily, 7 days a week including official holidays.
- 3.1.4. <u>Work Orders</u>. The contractor shall establish work order procedures and response capabilities in support of US Military facilities.

- 3.1.5. <u>Emergency Repairs</u>. The contractor shall immediately contact the ACO and/or Base Operations in the event of any failure in water, sewage, electric, or general utility networks. The contractor shall respond to emergency repair requests within two (2) hours of notification. Emergency repairs include, but are not limited to heating and air-conditioner repair, power disconnection, water leaks and stoppage, and sewage backup and stoppage.
- 3.1.6. <u>Normal Repairs</u>. The contractor shall initiate repairs within twenty-four (24) hours after notification of failure of the equipment and/or component items. This statement does not include normal repairs at outlying areas.
- 3.1.7. <u>Worksite Safety</u>. The contractor is responsible for safety of employees and base camp residents when conducting repairs in accordance with the Army and OSHA safety regulations and guidance.
- 3.1.8. <u>Security and Transportation to Remote Sites</u>. The U.S. Government is responsible for providing necessary security and transportation to and from outlying sites.
- **3.2.** Base Camp Maintenance. Any reference to maintenance within this Statement of Work constitutes maintenance and repair. The contractor shall provide Operations and Maintenance (O&M) tasks to support a 5,500 person base camp (during a surge the population may reach 8,000) composed of five(5) Force Provider and two (2) Force Provider minus modules, augmented tents, existing facilities, US Army engineer built buildings, modular housing and associated utilities. The government will relieve the contractor from liability from any and all claims arising from performing repairs and/or maintenance on equipment and/or facilities still under a third party contractor's warranty.
- 3.2.1 <u>Self Help Tool Room</u>. The contractor shall maintain and operate a Self Help Tool Room. The contractor shall operate the Self Help Tool Room 12 hours a day, seven days a week. The contractor shall issue individual hand and power tools following military hand receipt procedures IAW AR 710-2, AR 735-5 and DA Pam 710-2-1. Tools shall be procured by the contractor and maintained on the Installation Property Book. The government will ensure all Self Help Tool Room hand receipts are cleared before allowing tenants to depart Site 3.
- 3.2.2. Facilities Engineering. Contractor shall assume the Facility Engineers mission with responsibilities that include, but are not limited to, base master planning, associated administrative support, surveying (when applicable), and design. The contractor functions include but are not limited to: master planning for structures and utilities (especially minor construction/utilities) and coordination related to all construction and utilities. The contractor shall submit Contingency 1391(s) and shall scope and request construction projects. The contactor functions include, but are not limited to, the design, construction, improvement, updating and maintenance of sewer system, roads and ground surfaces, secondary electrical system, water/water distribution system, communication related systems, R & U (repair/handiwork), additional utilities, Research and Design (R&D) for military construction, and construction management including selection, application and monitoring of construction techniques that agree with the guidance identified in "The Sand Book" and/or the guidelines established and identified by the Administrative Contracting Officer (ACO). The FET team leader, administrative assistant, civil engineer or equivalent, electrical engineer or equivalent, mechanical engineer or equivalent, and one CAD operator will posses SECRET security clearances. The contractor shall assign and track work orders. The government will provide the funding for 'new projects' construction. The government will designate a military accountable

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 14 of 29

Basic SOW – Final TO#0098 03 September 2004

officer to communicate the Base Operations priorities for all projects. The military accountable officer will maintain control and have overall responsibility for the security of classified materials, documents, equipment, and facilities.

- 3.2.3. Construction. The Contractor shall construct new temporary facilities, drill wells, install purification systems and storage capabilities and perform renovations as required IAW the following: The contractor shall design, construct (build), improve/update and maintain Main Operations Base Camp (KAF) facilities and structures (including force protection structures) and perform both horizontal and vertical construction projects that are classified as Expeditionary, Initial Standard and Temporary as described in the USCENTCOM Contingency and Long Term Base Camp Facilities Standards "The Sand Book" and the OEBGD that pertains to Afghanistan. The standards of construction and modification/improvement of structures, as described in "The Sand Book" paragraph 3 b (1) on page 2, shall be up to but not including 'Warm Base' with one exception: concrete and masonry block structures are allowed in Afghanistan. The contractor shall provide his own sets, kits, outfits, and construction equipment necessary to complete such work, if not provided as GFE. These projects shall include cost estimates and may include designs, non-certified drawings or separately detailed statements of work as deemed necessary. The contractor shall, at a minimum, perform to a level of effort agreed upon by the base operations commander, the base engineer and the ACO as determined in weekly camp construction meetings, while improving/updating and maintaining facilities/structures at KAF (See paragraph 7.0 of this SOW)
- 3.2.4. <u>Billeting Management.</u> The contractor shall maintain accountability of all Base Operations housing areas, as identified in the Base Master Plan, including VIP quarters, transient quarters, panel housing and LSA tents. The contractor will account for all furnishings such as beds or cots, wall lockers, refrigerators, heaters, and environmental control units assigned to the installation. Contractor shall provide a Senior Logistics Coordinator and associated administrative support as required. The Government will maintain authority for allocation/distribution of spaces and will assign an appropriate representative to resolving conflicting requirements for resources.
- 3.2.4.1 The contractor shall assume responsibility for billeting key control, issuing and maintaining accountability of keys and locks IAW AR 190-51, AR 380-5, and FM 3-19.30.
- 3.2.4.2 The contractor shall maintain VIP quarters to include cleaning, maintenance, and linen provision. The Government will manage the VIP schedule and will provide the contractor with sufficient notice to prepare the quarters
- 3.2.5. <u>Signs</u>. The contractor shall construct and install new signs and maintain existing standardized signs as necessary for the base camp and the US military facilities to designate operational sections and services (e.g. SSA, Laundry, Task Force Headquarters, road signs (such as 'do not enter', 'slow', 'restricted', 'speed limit'), direction signs, no smoking signs, etc). These signs shall not contain any specific military unit designation, crest or colors. Any change in signs shall be coordinated with the ACO prior to initiating the requested change. There shall be no renaming of facilities, sections, places or streets once the first sets (of signs) are provided.
- 3.2.6 <u>Heating Ventilation and Air Conditioning (HVAC)</u>. The contractor shall inspect, repair, and perform preventive maintenance checks and services IAW applicable technical manuals and manufacture's specifications on all facility ECUs and electrical systems. The contractor shall provide maintenance for all evaporative cooling units and split-units. The contractor shall replace

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 15 of 29

Basic SOW – Final TO#0098 03 September 2004

inoperative and/or defective ECUs, evaporative cooling units, split-units and electrical systems /components as necessary within 24 hours of notification and/or inspection of deficient units based on availability of GFE. The contractor shall make recommendation for the replacement and/or additions as needed.

- 3.2.7. <u>Power Generation</u>. The contractor shall operate and maintain power generation equipment that is installation property in accordance with applicable technical manuals and manufacture's specifications. The contractor shall install/un-install installation controlled power generation equipment as required or as directed by the ACO. The contractor shall maintain installation generator light sets. The government will provide/order parts to bring equipment to FMC status.
- 3.2.8. Latrines, Showers, and Hand Wash stations. The contractor shall remove wastewater from Force Provider latrines, port-a-potties, fixed latrines and showers not connected to the camp sewer system. The contractor shall maintain and clean/sanitize all shower/latrine facilities on KAF, with the exception of latrines in panelized housing, as required. The contractor shall limit service to the maintenance and repair of latrines in panelized housing occupied by permanent party, however, the contractor shall clean/sanitize latrines and showers in housing areas reserved for transient occupation. The contractor shall install and maintain hand wash stations at locations designated by the ACO. Upon notification from the ACO, the contractor shall perform emergency or special event cleaning of the fixed shower/latrines. The Contractor shall begin emergency work, as determined by the ACO, within one hour of notification, which may be verbal. The contractor shall make recommendation for the replacement and/or additions as needed.
- 3.2.9. Waste Management and Disposal. The contractor shall provide trash pick up and disposal service for KAF. This requirement includes but is not limited to: the operation of a hazardous waste storage area, operation of medical waste incinerator, the operation of a burn pit and/or incinerator(s) and trash segregation area. The contractor shall operate and maintain a refuse collection point system and disposal service. The contractor shall ensure compliance with the Army's environmental regulatory guidance. The contractor shall ensure DFAC trash is disposed of or incinerated.
- 3.2.9.1. The contractor shall operate and maintain existing operational sewage networks to avoid blockages and repair any damaged system between all sewage entry points and sewage lagoon. The contractor shall construct a new sewer system, in accordance with preliminary designs provided by the government, for panel housing without adversely affecting the installation of panel housing. The requirement does not include maintenance or improvement of abandoned sewage system.
- 3.2.10. <u>Dust Management.</u> The contractor shall minimize the dispersal of airborne dust by placing gravel/rocks or spraying water (approved by Preventive Medicine) and/or by utilizing other approved methods, on ground surfaces including the main roads and construction sites as directed by the ACO. The contractor shall at a minimum (when practical) treat the main roads (and designated areas) twice a day and coordinate the treatment of roads (and designated areas) to minimize dust prior to morning and afternoon physical training peak running times or as directed by the ACO. The designated areas shall include high dust work, exercise and other areas designated by the ACO.

- **3.3.** Water Supply/ System Maintenance. The contractor shall produce, distribute, and dispose of potable and non-potable water in accordance with TB MED 577 as required. The contractor shall provide, operate and maintain water production and distribution equipment supporting the Base Camp operations and existing buildings in the area of operation in accordance with the applicable technical manuals and manufacture's specifications. The contractor shall maintain at least a 30 day supply of all applicable chemicals used in potable water production.
- 3.3.1. <u>Water Well Maintenance.</u> The contractor shall operate and maintain six water wells designated by Base Ops and applicable auxiliary equipment that support the wells. The contractor shall perform adjustments, service or repair required to return the well water system and equipment to proper operation. The water well system includes but is not limited to: water pump and motor, piping and fitting inside the well, and an electrical power source to operate the pump.
- 3.3.2. <u>Water Distribution System</u>. The contractor shall design, construct and maintain a potable water distribution system in accordance with preliminary designs provided by the government.
- 3.3.3. Water Packaging System and Ice Plant. The contractor shall provide equipment to operate, and maintain a potable water packaging system and a potable ice producing facility. Contractor shall store and distribute potable bottled water and ice. Contractor shall provide storage for and maintain 30 Days Of Supply (DOS) of bottled water and three DOS of ice.
- **3.4.** <u>Laundry Service</u>. The contractor shall provide laundry services using Force Provider Containerized Batch Laundry (CBL) System (or an equivalent) with no longer than a two-day (48 hours) turn around. Personnel are authorized one bag of 20 pieces two times per week. Laundry service shall include washing, drying, and folding of uniforms and clothing items and returning the items to the laundry bag for each individual. Laundry shall be processed by the following priorities:

Medical Treatment Facilities
Military or work uniforms
Detainee Laundry
Organization property to include sleeping bags
Civilian Clothing

- 3.4.1 <u>Medical Laundry</u>. The contractor shall process medical laundry separately from all other laundry. Linen soiled with blood or body fluids shall be deposited and transported in bags that prevent leakage. Medical laundry, containing blood or body fluids, shall be washed with a detergent in water at least 71 degrees Celsius (160 degrees Fahrenheit) for at least 25 minutes.
- 3.4.2. <u>Self Service Laundry</u>. The contractor shall provide maintenance, upgrade, and cleaning of commercial self-service laundry (Laundromat) facilities (including modular/panel housing laundry facilities) that consist of GFE washers and GFE dryers; an increase in laundry equipment shall be directly related to the installation of panel housing. Any work orders submitted to upgrade these facilities shall be approved by the ACO prior to beginning upgrade work.
- 3.4.3. <u>Persons Under Confinement (PUC) Laundry</u>. The contractor shall segregate and clean detainee clothing/laundry in accordance with Preventive Medicine and CJTF guidance.

- **3.5.** <u>Food Service Operations</u>. The contractor shall operate, upgrade and maintain the base camp dining facilities. The contractor shall prepare three hot meals daily at all dining facilities. Additionally the contractor shall provide a midnight meal at one dining facility designated by the Base Operations Commander through the ACO. All food will be Government provided and prepared in accordance with TB MED 530 Food Service Sanitation Standards. The Base Operations Commander, in conjunction with the ACO, shall approve any requests for food service support that are outside the normal mission of the garrison dining facilities. The contractor shall prepare and serve special event and holiday meals as required.
- **3.6.** Morale, Welfare, and Recreation (MWR). The contractor shall operate, upgrade (within sandbook standards) and maintain (includes maintenance of treadmills/stair master and other machines) the MWR operations and equipment to include but not limited to the following: Internet and phone café, movie theater, game room, library, weight room, and aerobic/cardiovascular workout facility. The contractor shall maintain the existing video and paperbound book libraries. The contractor shall provide Internet Café type services for up to 50 computer workstations. The government will furnish satellite communications and NIPRnet connections. The contractor shall maintain a government furnished satellite TV with an AFN-capable receiver, DVD player, and VHS player. The contractor shall provide and maintain PA system/sound system for MWR concerts. The contractor shall not grant Foreign Nationals System Administrator privileges on the NIPR net.
- **3.7.** <u>Vector Control</u>. The contractor shall perform all pest management functions and shall follow all guidance and directives provided by PM with the approval of Site 3 ACO. The use of pesticides must be coordinated with PM.
- **3.8.** Crash Fire and Rescue. The contractor shall furnish, maintain, and operate the Crash Fire and Rescue services (Fire Fighting Services, Fire Prevention Program, Fire Suppression, and Rescue Operations). Contractor shall ensure that fire fighting personnel meet the requirement of DOD Instruction (DODI) 6055.6, DOD Fire and Emergency Services Program, AFI 32-2001, AFMAN 32-2003, The Fire Fighter Certification Program, and NFPA standards, including any ACC supplements. The contractor shall perform the services at a level capable of supporting a Category 7 Airfield.
- 3.8.1. The contractor shall advise personnel of all environmental compliance and HAZMAT handling requirements to standards identified in the Fire Protection, and Health (AFOSH) Program, and OSHA requirements. The contractor shall maintain Material Safety Data Sheets (MSDS) for all materials used IAW federal and local laws and/or regulations.
- 3.9. <u>Aircraft/Airfield Services</u>. The contractor shall maintain and operate the airfield lighting systems, unless or when superceded by AFCAP contract. The contractor shall coordinate with the Airfield manager and ATC daily to illuminate active runways, taxiways, and Hazards. The contractor shall respond to airfield emergencies within 20 minutes. The contractor shall provide sanitary services for military aircraft. The contractor shall perform transient alert for required aircraft. Contractor shall coordinate the parking of winged aircraft; contractor shall assign winged aircraft parking to maximize the efficiency of fueling and offloading requirements. Contractor shall perform limited aircraft maintenance and troubleshooting for military aircraft to address grounding discrepancies that compromise safety of flight as specified in aircrew checklist; this level of maintenance does not require an AMC authorized Risk Kit. Any grounding discrepancy problems shall be analyzed in conjunction with the Flight Engineer if applicable. Problems that cannot be repaired without an AMC Risk Kit and/or a Maintenance

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 18 of 29

Basic SOW – Final TO#0098 03 September 2004

Recovery Team (MRT) shall be handled as follows: The results of the analysis, that includes the Fight Engineer if applicable, shall be relayed to the flight crew. The analysis includes the requirement for needed repair parts. The flight crew will forward the results of the analysis including the list of needed repair parts to the Tanker Airlift Control Center (TACC). The TACC dispatches the MRT in 12 to 18 hours. The Contractor shall perform all maintenance in strict accordance with the Air Force technical data and Air Force Instructions (AFI). The Contractor shall be, at a minimum, familiar with C-17A, C-130H aircraft maintenance; C5 and C12 familiarization is preferred. Contractor shall perform preventive maintenance (includes repairs) and inspections (PMI) on service carts and generators (ground equipment) and related equipment; associated repair of ground equipment shall be accomplished with Aerospace Ground Equipment (AGE) parts.

- **3.10.** <u>Transportation Motor Pool.</u> The contractor shall provide commercial vehicles for base camp operation as required. The contractor shall provide maintenance, support and dispatch services for these vehicles. The purchase of additional vehicles will be approved by the CJ4 and directed by the ACO.
- 3.10.1 Post Transportation. The contractor shall operate a post transportation service. The contractor shall acquire, maintain and operate buses and other NTVs to provide scheduled routes, VIP transportation, and special event movement. The contactor shall ensure that vehicles are climate controlled, to include maintenance of the vehicle air conditioners and heaters. When procuring vehicles, the contractor shall allow for quick and easy loading, unloading and carrying of large bulky baggage/luggage items (the cargo area will be large enough to accommodate a typical passenger/cargo combined load, cargo reaching near 20% of the cubic space of the vehicle). The contractor shall create a shuttle bus route plan for the Base Operations Commander's approval. The contractor shall provide a systematic program to accommodate special event movements for which the requesting customer has obtained Base Operations approval. The contractor shall program enough capacity into the transportation system that 125 personnel with individual baggage can be transported on post with out interfering with regularly scheduled shuttle routes.
- **3.11.** Organization and Direct Support Maintenance The contractor shall perform Organizational and Direct Support Maintenance for non-tactical and tactical vehicles and equipment to include, but not restricted to High Mobility Multi-Purpose Wheeled Vehicles (HMMWVs), Family of Medium Tactical Vehicles (FMTVs), MGATORs, ATVs, civilian vehicles, power-generation and other base support equipment, and MHE to include 4K, 6K, 10K, and RTCH for all units assigned to KAF and as identified by the government provided density list. Recovery of vehicles off KAF is the responsibility of the military. The Contractor shall enroll equipment in the Army Oil Analysis Program if available.
- 3.11.1. The contractor shall order and manage the delivery of all required repair parts using standard US Army automated requisitioning systems where possible (i.e., NSN items). The contractor shall use their government approved purchasing system for non-standard items.
- 3.11.2. The contractor shall meet all HAZMAT requirements associated with these DS maintenance services IAW current regulations
- 3.11.3. The contractor shall prepare and maintain automated maintenance records and provide reports as required. The contractor shall prepare daily, weekly, and monthly reports as prescribed

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 19 of 29

Basic SOW – Final TO#0098 03 September 2004

by regulations and higher headquarters. The contractor shall attend scheduled maintenance meetings as directed by the ACO.

- 3.11.4. The government will provide a vehicle and equipment density list by VIN/Serial with number/type of vehicles and equipment to be supported. Additions/deletions to this list will be made with ACO approval.
- 3.11.5. The contractor shall establish Prescribed Load Listing (PLL) and Shop Stock for NTVs, ATVs and equipment IAW with the vehicle density listing.
- **3.12.** Wash Rack Maintenance and Operation. The contractor shall maintain, upgrade and operate the installation wash rack facility 12 hours a day for 7 days a week with the provision to surge to 24 hours a day upon direction from the ACO. Contractor shall construct and operate a new ground vehicle wash rack facility and a new rotary-wing aviation wash rack. The contractor shall comply with Army and Federal environment protection regulations and guidance.
- **3.13.** <u>Class I Operations.</u> The contractor shall be responsible for the operations and maintenance of a Class I and an Inventory Control Point. This requirement includes but is not limited to receiving, storing, inventorying and issuing subsistence items.
- **3.14.** Class III Operations. The contractor shall furnish, maintain and operate and account for all bulk and retail fuel operations including metered distribution of fuel and includes (at a minimum) manning Air Force fixed wing and Army helicopter hot refuel points. The contractor shall receive, store, account for and issue JP8 fuel, Jet A1, MOGAS and Kerosene. The contractor shall convert Jet A-1 into JP-8 as required by the customer. The contractor shall maintain at least a 60 day supply of additives to convert Jet A-1 into JP-8.
- 3.14.1. <u>Fuel Distribution</u>. The contractor shall receive, and distribute fuel to equipment used to support services contained in this Statement of Work.
- 3.14.2. <u>Fuel Lab</u>. The contractor shall furnish, operate and maintain a mobile fuel lab. The contractor shall perform the following five tests as required: American Petroleum Institute Gravity Test, Electrical Conductivity Test, Flashpoint Test, Fuel System Icing Inhibitor Test, and Millipore Test. The contractor shall establish and maintain a fuel quality surveillance program for operation of ground vehicles. The contractor shall develop, publish and coordinate spill plan, as in the Overseas Environmental Baseline Guidance Document (OEBGD).
- **3.15.** Class IV Operations. The contractor shall operate the Class IV materials yard that includes a collocated laydown area for segregating material designated for individual projects. The contractor shall request, receive, store and issue Class IV materials IAW approved procedures. The government will ensure sufficient space on KAF is allotted to the contractor for the Class IV yard and collocated laydown area. The government will appoint a military accountable officer.
- **3.16.** <u>Class VIII Operations.</u> The Contractor will process medical supplies at the Site 3 Class VIII warehouse. The contractor shall receive and provide initial quality assurance and quality control for Class VIII shipments. The contractor shall assemble unit orders and restock the Class VIII warehouse. The government will appoint a military accountable officer

- 3.16.1 The contractor shall provide warehouse inventory control services, conduct inventories in conjunction with the military accountable officer, and rotate stocks.
- 3.16.2. The contractor will process material release orders and coordinate for customer pick up.
- 3.16.3. Contractor personnel shall not handle controlled substances independent of military oversight.
- 3.16.4. The government will retain the responsibility for ordering Class VIII through the MEDLOG system.
- **3.17.** <u>Installation PBO.</u> The contractor (Installation Accounts Manager) shall manage property book accountability for all installation assets controlled by the KAF-IPBO. The contractor shall request, receive, catalog, store, maintain, and issue major assets, all assets requisitioned by the KAF Contingency Contracting Office, and keep all property accountability requirements IAW AR 710-2, AR 735-5 and DA Pam 710-2-1. The contractor shall maintain the document register on installation property. The contractor shall manage property book accountability for all class V issued from the KAF Ammunition Supply Point on the Installation Property Book. The Government will provide an accountable officer.
- **3.18.** Supply Support Activity (SSA). The contractor shall receive, store, issue, redistribute, and account for all classes of supply managed by the SSA. The contractor shall provide storage of sensitive items IAW AR 190-11. The contractor shall manage an authorized Stockage List (ASL) based on supported unit demands IAW AR 710-2. The contractor shall operate a turn-in point for serviceable, unserviceable, and repairable.
- 3.18.1 The contractor shall rig, palletize and load military and commercial transportation assets for transportation to forward locations.
- 3.18.2. The contractor shall make arrangements with the Installation Contracting Office to have empty Oxygen, Acetylene, Argon, Propylene, Helium, and Propane cylinders filled monthly.
- 3.18.3. Contractor shall operate and maintain a Self Service Supply Center (SSSC) for units supported by the SSA. Initial ASL will be directed by the Base Operations Commander and authorized by the ACO, adjustments will be made as directed by demand data and approved by the ACO.
- 3.18.4. The contractor shall operate a Central Issuing Facility (CIF) with direct exchange service for designated Organization Clothing and Individual Equipment (OCIE). The Supply Support Activity (SSA) accountable officer will have approval authority for all DX (direct exchange) requests.
- 3.18.5. The contractor shall have readily available one HAZMAT certified contractor to assist with the Joint Inspection (JI) of CARGO being shipped, and the certifying of Shippers Declaration of Dangerous Goods (SDDGs).
- **3.19.** Movement Control Team/Air Operations Section. The contractor shall perform the mission of Movement Control Team (MCT), Air Operations Section, Cargo Documentation Section (CDS), and Cargo Transfer Section (CTS) to include Container Handling Equipment

Operation (CHE) at or above existing levels. The MCT services include, but are not limited to: providing qualified and HAZMAT certified load planners with a proper security clearance. The Air Operations Section services include, but are not limited to: processing of vehicles, cargo, pallets and other request from units departing or arriving. The CDS services include but are not limited to: receiving, accounting, inventorying, distributing, consolidating and preparing for shipment of Class II, IIIP, IV, VI (S), VII and IX, miscellaneous US Army cargo, commercial cargo and unit equipment. The Cargo Transfer Section services include, but are not limited to: RTCH operation, post container support and organizing container yard.

- 3.19.1 The contractor shall operate within the Joint Logistics Command Movement Control Battalion and shall perform on a 24/7-day basis. The contractor shall man and perform the functions of the MCT. The contractor shall prepare and submit daily reports and attend daily meetings as required. MCT personnel (including the shift supervisor and the assistant shift supervisor) utilizing the SIPR net and/or any information that requires a security clearance (includes data entry and data retrieval) must have the required security clearance; computers that process and display information, that must be handled by personnel with a security clearance, will be located in a government-approved secure area that meets government-operated facilities security requirements. The US government will provide government-managed facilities to house the computers; the facilities will enable the computers and security-sensitive information to be properly secured. The contractor shall ensure that only personnel with the proper security clearance will have access to the US government-approved secure area(s).
- 3.19.2. Equipment The contractor shall procure, upgrade or replace (as necessary, with ACO approval), and maintain 6 ea Laptop Computers. Computers shall be used for NIPR connections. The US government will provide necessary SIPR computer assets with Internet hookup in the secure US government location; the government will not provide any additional Government Furnished Equipment. Also the contractor shall be able to query Internet to gain In-Transit Visibility (ITV) through systems such as the Global Transportation Network (GTN), the Global Decision Support System (GDSS), Single Mobility System (SMS) and Joint Total Asset Visibility (JTAV) and Global Air Transportation Execution System (GATES). Also, be able extract data, i.e. Time Phased Force Deployment Data (TPFDD), from various classified sites.

3.19.3 Organization:

- 1. Within Movement Control Team the contractor shall establish and operate a Cargo Transfer Section whose duties include, but are not limited to:
 - a. Using classified and non-classified automation systems to track containers through the Defense Transportation System.
 - b. Maintain capability for ITV of containers and equipment being shipped via surface to and from locations within the areas of operations of Uzbekistan, Kyrgyzstan, Afghanistan, and Pakistan.
 - c. Coordinate with the Surface Section of the JLC MCC to ensure:
 - i. The priority of containers dispatched matches the needs and storage capability of the individual base camps and forward operating bases.

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 22 of 29

Basic SOW – Final TO#0098 03 September 2004

- ii. The efficient management of refrigerated and dry containers and generator sets held on each post.
- d. Maintain and Monitor designated container yards (Inbound, Outbound, RSOI).
- e. The contractor shall offload inbound containers and upload empty container for retrograde.
- f. Escort (within approved security guidelines) to designated areas all host country or third country national trucks, truck drivers and their occupants for safety and security purposes (additional security will be provided by military and/or approved security personnel as required in accordance with approved security guidelines).
- g. Maintain visibility of all government owned or leased containers within MCT AOR to include FOBs and PRT sites as appropriate.
- h. Maintain a serial number list of all government owned or leased containers on within MCT AOR.
- i. Maintain visibility/accountability of Refrigerated Vans (REEFER) and Generator Sets.
- 2. The contractor shall establish an Air Operations Section within the MCT organization whose duties include but are not limited to:
 - a. Use classified and non-classified automation systems such as GDSS, GATES, GTN and SMS to track aircraft through the Defense Transportation System.
 - b. Maintain visibility of all intra-theater and strategic air movements.
 - c. Process and maintain visibility of all Joint Movements Center (JMC) requests for airlift, originating in the CJTF area of responsibility.
 - d. Request to move cargo and passengers for air movement IAW MCB SOP.
 - e. Assist units in the preparation of shipment documentation and cargo preparation to support unit deployment and redeployment needs.
 - f. Validate all US Army air movements through the MCB, Deployment Support Team (DST) and CJ4 Transportation.
 - g. Provide flight information.
 - h. Expedite high priority cargo at various nodes.
- 3. The contractor shall establish a Cargo Documentation Section whose duties include, but are not limited to:
 - a. The Cargo Documentation section shall generate load plans for all flights leaving (KAF) Kandahar Air Field.

- b. The Cargo Documentation section shall generate Radio Frequency (RF) tags for all cargo leaving KAF and which can be electronically interrogated to determine location.
- c. The Cargo Documentation section shall generate military shipping labels that include (TCNs) Transportation Control Numbers and ensure that all cargo is labeled.
- d. The contractor shall ensure that the appropriate Cargo Documentation person(s) are trained and qualified to prepare the HAZMAT shippers declaration form(s) used for HAZMAT shipments.
- e. The contractor shall weigh and mark all cargo leaving KAF.
- f. The contractor shall monitor and inventory all cargo in the designated outbound yard.
- g. The contractor shall maintain close coordination with the US Air Force Air Terminal Operations Center (ATOC) to ensure that joint inspections are completed and cargo/equipment is properly prepared for shipment and that cargo/equipment is moved onto the ATOC outbound cargo yard for onward movement.
- **3.20.** Security Screening and Issuing of Badges. The contractor shall conduct and perform all duties and functions of security screening and access badge issue to Third Country Nationals (TCNs) and Local Nationals (LNs) prior to civilians being allowed on base. The military accountable officer will provide the contractor with screening criteria as dictated by the current threat level and force protection requirements.
- 3.20.1. Badging. The contractor will produce and issue badges, in accordance with the KAF Force Protection Policy and the military accountable officer policies, to all approved civilians. Approved civilians are all civilian personnel who have successfully passed the complete screening criteria provided by the military accountable officer. Badges shall be of a design that shall cannot easily be duplicated and shall be serial-numbered. Badging stock shall be secured in a safe with sufficient access safeguards, as determined by the military accountable officer, to preclude unauthorized personnel from gaining access to the badging stock. Badges shall identify, as a minimum, the following information:

Badge Holder's Nationality
Badge Holder's National Identification
Badge Holder's Full Name
A color photo of the Badge Holder
A unique badge serial-number
Unit or organization Badge Holder's will work for
Areas the Badge Holder will have access to
Escort/Search requirements
Expiration and reinterview dates
Hours of the day for which the Badge Holder is permitted access

3.20.1.2. The contractor shall issue the following categories of badges:

Visitor – temporary access for Local Nationals and TCNs Laborer - escorted access for Local Nationals and TCNs

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 24 of 29

Basic SOW – Final TO#0098 03 September 2004

Contractor- unescorted access for Local Nationals or TCNs that hold a contract with

the U.S. Gov't

Contractor Laborer- unescorted or escorted access for Local Nationals or TCNs hired by a

contractor

Interpreter - unescorted or escorted access for Local Nationals or TCNs employed as

interpreters

Bazaar Vendor - unescorted (vendor) or escorted (assistant) access to bazaar area unescorted or escorted access for Afghan dignitaries, village elders, or

military commanders

3.20.1.3. Each category shall have a different color of badge stock. Colors will indicate escort and search requirements. Badge color and classification will be implemented in accordance with Base Force Protection Policy and will be subject to change as authorized by the Base Operations Commander or Force Protection Officer through the ACO's direction.

3.20.1.4. The following are estimated badging requirements:

Visitor Badges – approximately 50 Bazaar Vendors and Assistants – 300 Laborers – 1000 Contractors – 250 Contractor Laborers – 500 Interpreters – 35 Delegates – 20

- 3.20.1.5. The contractor will issue badges only on the authorization of the Base Operations Commander, or the Force Protection Officer. The request procedures and badge issue procedures shall be established and mutually agreed to prior to BRS assuming the Screening and Badging mission. The government will provide any changes to these procedures in writing to the contractor, allowing enough time to implement the changes. The contractor shall comply with all procedure changes within the time specified in the written guidance.
- 3.20.1.6. The contractor will maintain a badging stock to re-badge all personnel with a different badge in the event the Base Operations Commander or the Force Protection Officer directs a change due to loss of badges or evidence that the current stock/badge has been compromised.
- 3.20.1.7. The contractor will not issue badges to any individual without proof of identification in the form of a Voter Registration Card from the Badge Holder. Badges will only be issued once all documentation is assembled and complete as required by the military accountable officer.
- 3.20.1.8. The contractor shall provide all badging equipment (with the exception of the biometrics system), stock, and laminate and have a reserve of equipment to ensure continuous operations in the event the primary system breaks down.
- 3.20.1.9. The contractor shall take photos of the badge holders digitally. At the completion of medical and counterintelligence screening, those personnel to be hired or granted access may be photographed a second time and then the badge prepared.
- 3.20.1.10. The military accountable officer will design an access badge application in English for use by the contractor in both the screening and badging processes.

- 3.20.1.11 The contractor shall ensure that preventive health and medical test restrictions are met prior to issuing any badge. Medical screening will be conducted through the appropriate military facility.
- 3.20.1.12. The contractor shall provide all linguist support required to accomplish the badging mission. The contractor shall employ all persons in accordance with the Base Operations Commander's, force protection officer's guidance and ACO direction.
- 3.20.1.13. The contractor shall ensure that all badges are turned in and reissued, after proper screening and following the military accountable officer's approval, within six months of issue, or sooner as required by the Base Operations Commander or Force Protection Officer's policy. The contractor shall re-screen individuals for the purpose of badge issue upon the Base Operations Commander or Force Protection Officer's request.
- 3.20.2. Screening/Biometrics Operations. The contractor shall assume the mission of security screening for all Local National and TCN employees requiring access to KAF (Site 3).
- 3.20.2.1. The contractor shall be capable of screening no less than 300 (three hundred) local nationals per month, based on screening 7 days per week.
- 3.20.2.2. All contract employees working on the Screening and Badging mission shall be a US citizen and hold a SECRET security clearance.
- 3.20.2.3. The security screening shall be conducted with the government oversight of no less than an OIC (Officer In Charge) or an NCOIC (Non-commissioned Officer In Charge). The OIC and/or NCOIC will act as the military accountable officer. The contractor shall work under its own established procedures, however, the Government shall be informed when derogatory information is exposed during the screening process, and at which point the OIC or NCOIC will either take over the screening or participate as necessary at his/her discretion. The Government will ensure that the OIC and NCOIC are aware of the restrictions placed on their oversight, and will provide direction to the contractor through the ACO.
- 3.20.2.4. The Government will provide the contractor with a list of questions to be included in all screening. The Government, as needed, may change the questions. The contractor will record all answers in a database format. The contractor will compile pertinent information for reports as required.
- 3.20.2.5. The contractor shall incorporate biometrics operations into the screening process, gathering personal identification information to include, but not limited to, retinal scans, fingerprint scans, and photographs. The biometrics system will be used to track the status of personnel on and off post.
- 3.20.2.6. The contractor shall utilize all necessary material and biometrics equipment, which will be provided and installed by the Government. The following paragraph is for reference only and is not a requirement over and above GFE listed in paragraph 4.0.

Fargo Card Encoder qty = 6 Panasonic CF-73 Toughbook qty = 16 Cross Match Verifier Fingerprint Capture Device qty = 6 LS 9208 Projection Scanner qty = 5

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 26 of 29

Basic SOW – Final TO#0098 03 September 2004

Canon Power Shot A60 qty = 5 Topaz Signature Gem LCD 1x5 qty = 5 Digital Personal 4000 Sensor Finger Print Reader qty = 16 FujiFilm Digital Fine Pix A210 qty = 1

- 3.20.2.7. The database that the contractor utilizes to record data shall be an unclassified system and shall be utilized to provide reports to the government as required via NIPR net e-mail or other electronic media to the force protection officer. The report will identify the number of personnel screened and the number of personnel who failed with a short description explaining the failure.
- 3.20.2.8. The contractor shall provide all linguist support required to accomplish the Screening mission. The contractor shall employ all persons in accordance with the Base Operations Commander's or Force Protection Officer's guidance and ACO direction.
- 3.20.2.9. All badge holders will be re-screened every 6 months, or as required by the Base Operations Commander or the Force Protection Officer and re-badged following the approval of the military accountable officer.

4.0. Government Furnished Equipment.

Property accountability is applicable to all government furnished and contractor procured durable and non-expendable equipment.

- 4.1. Government Furnished Equipment (GFE).
- 4.1.2. The contractor shall perform an initial joint inventory of the GFE with the Army's property accountable officer. Damaged items and shortage items shall be documented. The contractor shall perform monthly cyclic inventories to maintain 100% property accountability of equipment IAW the applicable Army regulations.
- 4.1.3. Lost/Damaged Items. The contractor shall report lost or damaged pieces of equipment to the Government.
- 4.2. Contractor Procured Equipment.
- 4.2.1. Property Accountability. The contractor shall record all durable and non-expendable equipment on their property book records. The contractor shall perform monthly cyclic inventories of the equipment and maintain 100% property accountability IAW the applicable Army regulations.
- 4.2.2. Lost/Damaged Items. The contractor shall report lost or damaged pieces of equipment to the government.
- 4.2.3. Supply Operations. The contractor shall use the Unit Level Logistics System, furnished by the government, for their supply and maintenance operations.
- 4.3. The government will furnish the following equipment:
- 4.3.1. All rations for meals.

Case 8:09-md-02083-RWT Document 217-19 Filed 06/01/12 Page 27 of 29

Basic SOW – Final TO#0098 03 September 2004

- 4.3.2. Five (5) each Force Provider Modules (5 modules + 2 modules minus)
- 4.3.3. One (1) each Commercial SSTs
- 4.3.4. Self-service washers and dryers, including spares
- 4.3.5. Internet café with computers and NIPRnet connections
- 4.3.6. 2 Unit Level Logistics Computers with software.
- 4.3.7. 1 SAMS-1 computer with software.
- 4.3.8. One (1) each fork lift
- 4.3.9. One (1) each Hydrosite
- 4.3.10. Five (5) each Pressure washer (Big)
- 4.3.11. Three (3) each Pressure washer (small)
- 4.3.12. One (1) each hydroblaster
- 4.3.13. Two (2) each hydro foamer
- 4.3.14. Two (2) R9 Fuel Trucks
- 4.3.15. Biometrics/Screening system:

Fargo Card Encoder qty = 6

Panasonic CF-73 Toughbook qty = 16

Cross Match Verifier Fingerprint Capture Device qty = 6

LS 9208 Projection Scanner qty = 5

Canon Power Shot A60 qty = 5

Topaz Signature Gem LCD 1x5 qty = 5

Digital Personal 4000 Sensor Finger Print Reader qty = 16

FujiFilm Digital Fine Pix A210 qty = 1

5.0. PERIOD OF PERFORMANCE.

5.1. The contractor shall begin performance upon Notice to Proceed. The initial period of performance shall be for a period of 365 calendar days.

6.0. <u>DELIVERABLES</u>.

6.1. <u>Daily Situation Reporting</u>. The contractor shall provide Daily Situation Reports in electronic format (e-mail/FTP) to the PM LOGCAP, PCO, ACO, LOGCAP Planner and the Base Operations Commander. These reports shall state areas of concern, updated schedules, or other information needed to identify work progress. An Equipment Deadline Report (DA Form 2136 format), a summary of all VIP visits and/or briefings, maintenance actions, and any other significant activities impacting current or future operations of the equipment will be included in the report.

6.2. Briefings, Minutes and Trip Reports. The contractor shall electronically provide by (e-mail/FTP) to the LOGCAP PM, PCO/ACO/LOGCAP Planner a copy of all briefings given by or to the Contractor. Slides and items prepared by the contractor will be approved by the PCO/ACO prior to presentation. Minutes of meetings, conferences, or trip reports related to the SOW shall be forwarded to the PCO/ACO/LOGCAP Planner within seven (7) calendar days of completing the meeting, conference or trip. Those minutes or trip reports shall be in sufficient detail to identify dates, locations, points of contact, attendees, directions received, areas of concern and items of interest identified at the meeting or on the trip. The contractor shall attend and participate in meetings and conference on Force Provider and Airfield Operations and actions conducted at the base camp and at higher headquarters as directed by the PCO/ACO. Travel cost in excess of those items included in the proposal for this effort shall be identified to the PCO/ACO and a Cost Proposal submitted for approval prior to executing any travel.

6.3. Cost Reporting/Review.

- 6.3.1. The contractor shall provide their projected spend plan at the start of the event and organize it in the same categories as listed in the ROM and/or cost proposal to the PCO/ACO within 30 days of the Notice to Proceed.
- 6.3.1.1 The cost shall be broken out by Site.
- 6.3.2. The contractor shall capture and report actual cost vs. projected cost on a bi weekly basis on the onset of the event and on a monthly basis during the sustainment phase of the event in an electronic format. The cost expenditure data shall be incorporated into the monthly progress reviews.
- 6.3.3. The contractor shall provide a cost report on a bi-weekly basis to the PCO/ACO. Data shall be provided in categories listed on the ROM and shall be in sufficient detail to keep the customer apprised of the rate of spending.
- 6.3.4. The contractor shall provide cost data for subcontractors in the same detail as required for the reports in sub paragraphs 6.3.1 and 6.3.2
- 6.3.5. The contractor may provide expenditure estimates, which may be used until actual billing has been received.
- 6.4. <u>Reviews</u>. The contractor shall attend and provide input for a monthly progress/performance review conducted by the Administrative Contracting Officer with further input by customer units; the review will be attended by PM LOGCAP representatives, and be presented to the Task Force Base Operations Commander or designated representative.

7.0. NEW AND/OR ADDITIONAL WORK.

7.1. Contract Cost Control.

7.1.1. All costs in excess of those items included in the proposal for this effort shall be identified to the PCO/ACO and a cost proposal submitted, by the contractor, for approval prior to executing any additional work requirements.

7.1.2. All new work requirements shall be detailed in a Statement of Work from the LOGCAP LNO to the PCO/ACO. A cost proposal shall be submitted, by the contractor, and approved prior to execution.

8.0. CONTRACTOR PERSONNEL REQUIREMENTS.

- 8.1. <u>Security Clearance Requirement</u>. Secret clearance is required for the site manager and all other positions specified in the above Statement of Work.
- 8.2. <u>Allowances</u>. Contractor's personnel that are authorized by the Task Force Commander shall reside in the US Army base camp. The Government will furnish rations, water, ice, laundry and bath, and medical support. The contractor's personnel shall have access to the AAFES and MWR facilities. These personnel shall live under field conditions.
- 8.3. <u>Compliance</u>. The contractor shall ensure compliance with any applicable regulations, security and force protection requirements.
- 8.4. <u>Personnel Screening</u>. The contractor shall screen all employees to ensure they do not have criminal records with their home country.
- 8.4.1. Prior US military personnel shall be screened for military service criminal offenses.
- 8.4.2. Personnel shall receive appropriate medical screening prior to employment.
- 8.4.2.1. This screening shall include infectious diseases, at a minimum but not limited to, tuberculosis, typhoid fever and hepatitis A.
- 8.4.3. The contractor shall, within force protection constraints, hire the local national personnel that are currently employed by the government at all the base camps. These personnel are subject to the same screening requirements as stated in paragraph 8.4 of this statement of work.

9.0 Team LOGCAP Support.

- 9.1. The contractor shall provide administrative and life support to all Team LOGCAP members that are not being supplied by an AMC Logistics Support Element.
- 9.1.1. Team LOGCAP includes all of the following personnel in support of the LOGCAP mission relating to this task order: Army Material Command, Army Corps of Engineers, and Defense Contracting Management Agency. Also included are contractor personnel in support of the LOGCAP mission.
- 9.1.2. The contractor shall obtain approval for all support requirements from the ACO in coordination with the senior LOGCAP representative at the site.
- 9.1.3. The contractor shall provide one (1) non-tactical vehicle to support the LOGCAP planners. The contractor shall service and maintain the vehicle.
- 9.1.4. The contractor shall issue items procured for Team LOGCAP to either the ACO or the senior LOGCAP representative at the site.